

PTO/SB/96 (12-05)
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	STATEMENT UNDER 37 CFR 3.73(b)	2508.0010000			
Applicant/Patent Owner: Claus JUSTUS					
Application No./Patent No./Control No.:See 1 in Addendum_Filed/Issue Date:					
Entitled:	Diagnostic Tool for Pulmonary Disease				
B	cehringer Ingelheim International GmbH a Corpe	oration			
	(Name of Assignee) (Type of Assignee: corporation, partnersh	The state of the s			
states that	at it is: assignee of the entire right, title, and interest; or				
an assignee of less than the entire right, title and interest (The extent (by percentage) of its ownership interest is%)					
in the pat	ent application/patent identified above by virtue of either.				
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OR B. A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:					
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Additional documents in the chain of title are listed on a supplemental sheet.					
As required by 37 CFR 3.73(b)(1)(l), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11. [NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302,08]					
The under	signed (whose title is supplied below) is authorized to act on behalf of the assigner.	July 28, 2006			
Dr.	Heinz HAMMANN Signature Dr. Michael KOMPTER	Date			
	Printed or Typed Name	Telephone Number			
Cor	porate Director Patents Authorized Signatory				
	Title				

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

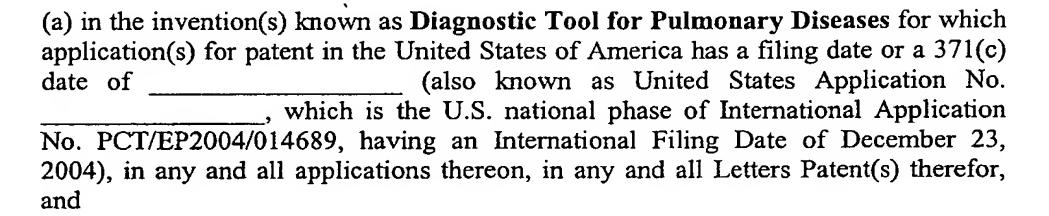
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Addendum

1. To Be Assigned (U.S. National Phase of PCT/EP2004/014689; Int'l Filing Date: December 23, 2004

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to the undersigned inventor: Claus JUSTUS, hereby sells and assigns to Boehringer Ingelheim International GmbH, whose mailing address is Binger Strasse 173, Ingelheim Rheim, Germany 55216 (hereafter referred to as the Assignee), his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,



- (b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and
- (c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor agrees to execute all papers necessary in connection with the application(s) and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventor agrees to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor hereby represents that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor hereby grants the patent practitioners associated with CUSTOMER NUMBER 26111 the power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

	IN WITNESS WHEREOF,	executed by the undersigned	inventor on the date opp	posite his/her
name.	616106	Signature of Inventor:	Muns	hun
			Claus JUSTUS	